

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS

NO. IFB-97-239-O

SEALED BIDS

FOR

FURNISHING

MAINTENANCE SERVICE

OF

THE STATE CAPITOL REFLECTING POOLS

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

will be received up to and opened at 2:00 p.m.

on

June 6, 1997

in the State Procurement Office, Kalanimoku Building, 1151  
Punchbowl Street, Room 416, Honolulu, Hawaii,

Questions relating to this bid solicitation may be directed  
to Mr. Marc Yamamoto, telephone (808) 586-0569, facsimile (808) 586-  
0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

The following offer is hereby submitted for Maintenance Service of the State Capitol Reflecting Pools, as specified herein:

<u>Bid Price Per Day</u>	<u>No. of Days</u>	<u>Total Bid Price</u>
\$_____	104	\$_____

Percentage of bid price per day that represents labor costs: \_\_\_\_\_%

Are services to be rendered by company employees similar to or equal to public employees listed in the attached employee classification description?

Yes\_\_\_\_\_ No \_\_\_\_\_

If yes, which position(s)? \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Number of years doing business in Hawaii providing water treatment service or pool maintenance: \_\_\_\_\_

Insurance Coverages (where applicable):

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
1. Commercial General Liability	_____	_____	_____
2. Automobile Liability	_____	_____	_____
3. Workers' Compensation	_____	_____	_____
4. Temporary Disability	_____	_____	_____
5. Prepaid Health Care	_____	_____	_____
6. Unemployment Insurance: State of Hawaii Labor No.	_____	_____	_____

Names and addresses of companies for whom bidder has provided or is currently providing pool maintenance services:

	<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

Offeror\_\_\_\_\_

## SPECIFICATIONS

### SCOPE

Contractor shall furnish all the necessary equipment, tools, supplies, labor and supervision to satisfactorily provide services to clean the two (2) reflecting pools located at the State Capitol. Water treatment is not part of this contract.

Each pool contains brackish water. The pools are 12 to 14 inches deep and have an area of 66,000 square feet.

Work shall be done to keep the ponds in a clean and attractive state and shall consist of the following:

1. Removal of trash, i.e. newspapers, bags, leaves, cans, bottles, rocks, or any other items that should not be in the pools.
2. Removal of floating algae.
3. Brushing pond bottom to loosen grime and biogrowth.
4. Vacuuming to remove sediment, including dead algae.

THE POOLS SHALL AT NO TIME BE DRAINED FOR CLEANING PURPOSES!

### CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

1. Remove all pool trash and waste from the work site. Removal and disposal of waste shall be in accordance with applicable federal, state and county requirements;
2. Ensure that the areas immediately surrounding the pools are clean, neat and free of debris after vacuuming;
3. Within 5 working days provide the Officer-in-Charge a written report certifying the number of gallons of water discharged into the storm drain system on each occasion as a result of vacuuming the pools.
4. Repair any damage made to piping and appurtenances in the pools and areas immediately surrounding the pools during the cleaning process; and
5. Provide signs, barricades and any other safety devices required during the performance of specified service to prevent access to the area by the general public and occupants of the building.
6. Arrange for parking of service vehicle(s) through the Automotive Management Division of DAGS, 869-A Punchbowl Street, phone 586-0352. At no time shall the Contractor park on or drive over any landscaped grounds or concrete surfaces of the State Capitol.

### STATE'S RESPONSIBILITY

The State shall:

1. Provide water and electricity to perform the work; and
2. Provide all required permits to allow Contractor to perform his obligations.

#### WORK SCHEDULE

Work, excluding State holidays, shall be performed between the hours of 7:00 a.m. and 3:00 p.m. four times weekly on Mondays, Tuesdays, Thursdays and Fridays. When a State holiday falls on a specified day of service, Contractor shall service the pool on Wednesday.

Before start of the contract, Contractor must contact the Officer-in-Charge to establish the hours that work is to be performed. Changes to the schedule may be made upon approval by the Officer-in-Charge.

During legislative sessions, vacuuming of the pools shall not be done between the hours of 11:00 a.m. and 2:00 p.m.

## SPECIAL PROVISIONS

### SCOPE

The furnishing of Maintenance Services for the State Capitol Reflecting Pools, Department of Accounting and General Services (DAGS), shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii.

### OFFICER-IN-CHARGE

For purposes of this contract, the Central Services Manager of the DAGS, Central Services Division, or his authorized representative is designated Officer-in-Charge. The telephone number at which the Officer-in-Charge can be reached is 831-6734.

### TERM OF CONTRACT

Contractor shall enter into a contract for furnishing the specified maintenance services for the twelve-month period July 1, 1997 to June 30, 1998.

Unless terminated, contract(s) shall be extended for not more than two (2) additional twelve-month periods or parts thereof, without the necessity of rebidding upon mutual agreement in writing at least sixty (60) days prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provision below and/or by State initiated contract modifications. Any contract extension must be executed by the Contractor no less than twenty-five (25) days prior to scheduled date of termination, otherwise the requirement must be rebid.

The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

### BIDDER QUALIFICATION

Bidder must have an established business in the State of Hawaii with at least two (2) years experience operating a pond water treatment or pool maintenance business. Proof shall be furnished with offer submittal or upon three (3) days of State's request.

Bidder shall indicate on Offer Form, page OF-2, the number of years in operation, business address, telephone number and contact person.

Bidder must have a permanent office location on Oahu from where he/she conducts his business during normal working hours and from where he/she will be accessible to requests or complaints. Bidder who is awarded this contract shall be able to respond (in person or verbally) within two (2) hours from the time a call is placed from the Officer-in-Charge.

### PROJECT INSPECTION

Prior to submittal of bid, bidders may inspect the site to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation, subsequent to bid opening, will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Bidder inspection is not mandatory; however, submission of bid shall be evidence that bidder understands the scope of the project and will comply with specifications herein if awarded the contract. Bidder must contact the Building Manager at 586-0598 or 831-6734, Mondays through Fridays, between 8 a.m. and 4:00 p.m. to arrange for a site inspection.

## BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid price shall be all inclusive and shall include labor, equipment, all supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified.

Bidders shall refer to Special Provisions, STATUTORY REQUIREMENTS OF SECTION 103-55, Hawaii Revised Statutes (HRS), regarding wages to be paid to employees working under this contract.

Offer Guaranty. An offer guaranty is not required for this Invitation for Bids.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Insurance. Bidder shall provide the requested insurance information on the Offer Form, where indicated.

References. Each bidder shall provide the names and addresses of companies of government agencies for whom bidder has provided similar services and who can attest to the reliability of the bidder's service and/or personnel. The State reserves the right to contact the references to inquire about past performance.

#### STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached wage certification by which the bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. To assist the bidder in determining whether the work of his/her employees are to be performed under this contract is similar to that performed by public employees, attached are class specifications for General Laborer I and II positions. Effective July 1, 1994, the basic hourly wages paid to these positions are:

General Laborer I (BC02) \$9.69/hour  
General Laborer II (BC03) \$9.98/hour

Contractor shall be further obliged to notify his/her employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

#### CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

At the release of this bid solicitation, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the Contractor may request for increase in contract price. The increase requested must result in increase in contract price. The increase requested must result in increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page, the percentage of the bid price per day that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to the State Procurement Office on a timely basis.
  - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
  - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor is to call the Purchasing Specialist named on the cover of this Invitation for Bid to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

- a. Bid Price/service/site = (BPS) for example = \$500.00
- b. % of Bid Price/service/site  
that is Labor costs = (%LC) for example = 70%
- c. Amount of Bid Price/service/site that is labor and will  
be affected by the % increase in State Public Workers Wage(s)  
(\$LC) = (BPS) x (%LC)  
= \$500.00 x .70  
= \$350.00
- d. % Wage Increase - (%WI) for example = 5%
- e. \$ Bid Price Adjustment = (\$LC) x (%WI)  
= \$350.00 x 5%  
(\$BPA) = \$17.50

If allowable fringe benefits are also requested, then the following method of calculation shall be applied:

- f. % Total for Allowable Fringe Benefits. Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid. The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker's Compensation, 3) Temporary Disability Insurance and 4) Prepaid health care.  
(%FB) for example = 18%
- g. Allowable Fringe Benefits = \$AFB = (\$BPA) x (%FB)  
= \$17.50 x .18  
= \$3.15



The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

#### METHOD OF AWARD

Award, if made, will be to the responsible and responsive bidder submitting the lowest bid price.

Prior to awarding a contract, the State will require certification of the following insurance coverage, if applicable:

Worker's Compensation  
Temporary Disability  
Unemployment Insurance  
Prepaid Health Care

#### CONTRACT EXECUTION

Successful bidder receiving award of \$10,000 or more shall be required to enter into a formal written contract. Contract security is not required for this contract.

If the options to extend for the additional twelve month periods are mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each additional period. Contract extension must be executed by the Contractor no less than twenty-five (25) days prior to scheduled date of termination, otherwise the requirement must be rebid.

#### LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

#### INVOICE

Contractor shall send an original and three (3) copies of the monthly invoice to:

DAGS, Central Services Division  
729 B Kakoi Street  
Honolulu, Hawaii 96819

All invoices shall reference the contract number.

#### PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period.

Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an **original** (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

#### LIQUIDATED DAMAGES

Refer to Section 5.8 of the General Terms and Conditions. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

## WORKMANSHIP

All work shall be executed in a workmanlike manner and shall present a neat appearance when completed.

All work done shall be subject to inspection and approval of the Officer-in-Charge; all services rendered shall be in accordance with the specifications and these provisions.

## REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of his employees from services rendered and to be rendered the State, upon request in writing by the Contracting Officer.

## RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Terms and Conditions herein, in addition to the recourse stated in Section 4.2 and 6.11 of the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost hereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

## ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

SPECIAL PROVISIONS

SP-7

06/03/96

MAINTENANCE SERVICE OF  
THE STATE CAPITOL REFLECTING POOLS  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
IFB-97-239-O

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer,

1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_

\_\_\_\_\_  
Title

Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Social Sec. or Federal I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Offeror is: \_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? \_\_\_ Yes \_\_\_ No